

Rhode Island Department of Corrections  
**MEDICAL CO-PAY POLICY - Summary**

Incarcerated sentenced offenders (hereinafter referred to as "inmates") are responsible for sharing the cost of medical services and supplies provided to them. Specific services and fees are outlined below and have been determined following the conduct of a public hearing.

No inmate will be refused medical treatment based upon his/her inability to pay. Under this policy, inmates will be provided the same opportunities to receive necessary health care services without regard to their ability to pay for such services.

Inmates will not be charged for medical services that are initiated by the Department, nor will inmates be required to pay for follow-up medical visits advised by medical staff.

After inmates receive a health care related service, a charge form will be forwarded to the Inmate Accounts office where the co-payment will be deducted from inmates' accounts.

Any questions regarding this health care services co-payment policy should be addressed to the responsible facility medical staff person.

**CO-PAYMENT CHARGES**

**Medical Services Co-Payment**

Inmates will be charged a \$2.00 co-payment for each inmate-initiated visit, generally referred to as "sick call visit". The following services are excluded from co-payment requirement:

- a. Emergency services as a result of potentially life threatening illnesses or injuries as determined by the medical authority.
- b. Initial assessments during the committing and classification process, entrance physicals, transfer evaluations, and annual physicals for inmates over forty years of age.
- c. Laboratory work, (to include inmate requests for HIV testing), EKG and radiological procedures.

- d. Immunizations, Tuberculosis (TB) testing, vaccines, and other treatments instituted by RIDOC for public health reasons.
- e. Psychological and social work services, and referrals to psychiatrists by qualified health care personnel.
- f. Dressing changes and other treatments ordered by health care staff.
- g. Medical visits initiated by medical/mental health staff and staff-scheduled follow-up visits related to an initial problem or chronic condition.
- h. Yearly dental visits and dental referrals made by health care staff.
- i. Prenatal care.

**Medication Co-Payment:**

- a. Inmates will be charged \$2.00 for each order of a non-exempt medication not available from the inmate store.
- b. Exempt medications are defined as drugs or medications that the Food and Drug Administration (FDA) has determined require a prescription. Non-exempt medications are those generally sold "over-the-counter".

**Dental Services Co-Payment:**

Will be assessed a co-payment on a fee-for-service basis for both on-site and off-site treatment as noted:

- a. \$2.00 for any dental visit to include but not limited to each restoration, extraction, examination, root canal, surgical removal of an impacted tooth, other minor surgery and adjunctive procedure such as occlusal adjustment, denture adjustment, in-house denture repair/reline.

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**Dental Services Co-Payment (cont'd.)**

- b. \$30.00 for dentures.
- c. \$6.00 for denture laboratory relines and for night guard per arch.
- d. 100% of the replacement cost of any dentures lost, stolen, or broken, if dentures are less than one year old, except where it has been determined that RIDOC staff were negligent.

Inmates, including parole violators, will not be charged for the initial dental examination performed during the committing and classification process.

**Prosthetics Co-Payment:**

Inmates will be charged for prosthetic devices as follows:

- a. 50% of the acquisition cost of any prosthetic device, not to exceed \$300.00 per device.
- b. 100% of the replacement cost of any prosthesis lost, stolen, damaged, or destroyed by the inmate, except where it has been determined that RIDOC staff were negligent.

**Optical Devices:**

- a. \$2.00 co-pay for each non-RIDOC initiated visit to an optometrist.
- b. \$10.00 co-pay toward the purchase of eyeglasses.

**NOTE:** Inmates who believe any provision of the medical co-pay policy was violated may utilize the Department's established inmate grievance procedure, consistent with policy 13.10 DOC. However, medical decisions are not grievable. Appeals of medical decisions should be submitted to the Medical Program Director.

- c. 100% of the replacement cost of any eyeglasses lost, stolen, damaged, or destroyed by the inmate, except where it has been determined that RIDOC staff were negligent.

**NOTE:** Staff negligence is determined by the appropriate Administrator (i.e., Warden or designee if custody staff are involved; Health Care Administrator or designee if health care staff are involved).

**Missed Appointments:**

Inmates failing to appear for scheduled billable appointments will nevertheless be charged the \$2.00, unless the appointment was missed due to circumstances beyond the inmate's control (e.g., court date, facility lock-down, conflicting clinic appointment, etc.).

**CO-PAYMENT PROCEDURES**

At the infirmary or dispensary the inmate will be asked to sign a medical care/co-pay sheet authorizing payment for services or supplies. If s/he believes the service or supply is exempt (that is, one of the exempt items listed above), s/he should discuss this with the health care staff person. However, refusal to sign the slip can result in the inmate's not receiving the requested services.

If an inmate has insufficient funds to cover the charge, the amount of the co-payment will be deducted from his/her account and will result in a negative balance. When an inmate's account has a negative balance because of such medical service/supply charges, one-half of all subsequent deposits will be used as an offset to the charges until such time as the charges have been paid in full. There are no restrictions on the other half of deposits beyond normal restrictions.

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